

EXHIBIT “H”

Arent Fox LLP / New York, NY / Washington, DC / Los Angeles, CA

## Arent Fox

September 8, 2010

**VIA FEDERAL EXPRESS**

Gregory Barnes  
1315 Crescent Circle  
Lilburn, GA 30074

John L. Bitter, Jr.  
30 Mooregate Square, NW  
Atlanta, GA 30327

**Jule Rousseau**

Attorney  
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212.484.3990 FAX  
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Reference Number  
032625-00000

Re: 1. Life Insurance Premium Financing Agreement Among Windsor Securities LLC ("Lender") and Gregory Barnes as the Trustee of The John L. Bitter, Jr. Irrevocable Life Insurance Trust ("Trustee") and John L. Bitter ("Insured"), dated April 8, 2008, (the "Financing Agreement");  
2. Security Agreement for Beneficiary Interest in Trust by and between Windsor Securities, LLC ("Lender") and Carol M. Bitter ("Beneficiary"), dated April 8, 2008, ("Security Agreement"); and  
3. Assignment of Life Insurance Policy as Collateral by and between said Trustee as Owner and Lender as Assignee, dated April 8, 2008, ("the Assignment")

Dear Gentlemen:

I represent the above-named Lender in connection with the loan made under the Financing Agreement. As you know, the maturity date of the loan was July 10, 2010, and payment in full has not been received by the Lender. Mr. Houchins has had several conversations with Mr. Prusky, at the Lender, but the Lender has not heard from the Trustee directly or been told that payment was attempted. Mr. Prusky has advised Mr. Houchins that, since payment was not made when due, title to the policy and its benefits has transferred, by law, directly to the Lender.

Pursuant to the terms of the Security Agreement (attached), the collateral that was posted -- the life insurance policy on the insured and all beneficial interests thereto -- has become the property of the Lender. Section 6(a) of the Security Agreement authorizes and empowers the Lender to transfer the collateral and register it in the Lender's name by virtue of the borrower's failure to pay the loan at the maturity date. The Lender also has irrevocable attorney-in-fact powers to transact the change of ownership.

NYC/513875.1

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Gregory Barnes  
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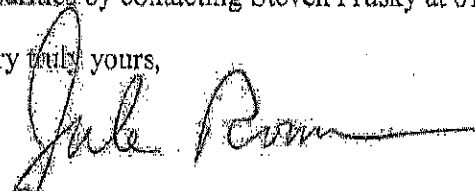
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To expedite the transaction with the life insurance company, we request that the trustee execute on the third page at the "x" by "other required signature," which shows that Mr. Barnes is acting in his capacity as trustee. You are also required to forward the original of the policy to the Lender.

To facilitate this transaction, I have enclosed a return addressed Federal Express envelope to Windsor Securities. Please execute and place the original document, along with the original policy, in the envelope and send it back to Windsor.

Should you have any questions, feel free to contact me at the number above, or Windsor Securities by contacting Steven Prusky at 610-642-3100.

Very truly yours,



Julie Rousseau

cc: Gene Houchins, Jr. (via email)

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